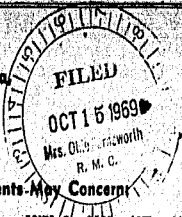


The State of South Carolina

COUNTY OF PICKENS  
Greenville



To All Whom These Presents May Concern

WE, J. D. VICKERY, JR., JOHN G. COBB, AND GLENN HAWKINS  
hereinafter for convenience styled Mortgagor (s)

SEND GREETING:

Whereas, we, the said mortgagor (s)

in and by certain promissory note in writing, of even date with these presents, is (are)

well and truly indebted to MAGGIE L. SMITH  
hereinafter, called the mortgagee(s), in the full and just sum of

Fifteen Thousand and 00/100----- DOLLARS (\$15,000.00 ), to be paid  
seven (7) years from date

with interest thereon from date

at the rate of four percentum per annum, to be computed and paid  
annually

until paid in full, all interest not paid when due to bear  
interest at the same rate as principal; and if any portion of principal or interest be at any time past due and un-  
paid, then the whole amount evidenced by the said note to become immediately due, at the option of the holder  
hereof, who may sue thereon and foreclose this mortgage; and in case said note after its maturity, should be placed  
in the hands of an attorney for suit or collection, or if, before its maturity it should be deemed by the holder thereof  
necessary for the protection of his interests to place and the holder should place the said note or this mortgage in  
the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor(s)-promise to pay all  
costs and expenses including 10 per cent of the indebtedness as attorney's fees, this to be added to the mortgage indebted-  
ness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That we, the said mortgagor(s), in consideration of the said debt and sum of  
money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the term of  
the said note, and also in consideration of the further sum of Three Dollars, to the said mortgagor(s), in  
hand well and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt whereof  
is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and  
releas unto the said Mortgagee (s) her heirs and assigns forever:

ALL that certain piece, parcel or lot of land in Greenville County, State of  
South Carolina, known as University Park Motel, U. S. Highway 29 North, in the City  
of Greenville, S. C., on Wade Hampton Blvd, 250 feet frontage--consists of Office  
Lounge, 2 bedrooms, 1 bath, living quarters, furnace room, laundry room, storage  
room, swimming pool and 29 rental units, oil heat and air-condition. All their  
rights to the name of University Park Motel, and all the contents therein contained:  
Furniture, Linens, Signs, Appliances, Fixtures and Furnishings. This land and  
property is the same as conveyed to Mortgagors from Everett's Highway Services,  
Inc.

AGREED and understood that <sup>Fidelity</sup> Federal Savings & Loan Association and Caine  
Co. hold prior mortgages over these premises--sum total owing both <sup>Fidelity</sup> Federal  
Savings & Loan Association and Caine Co. being \$ 78,700.00

FURTHER understood and agreed that Obligors have signed or will sign other notes  
and mortgages on these same premises in addition to <sup>Fidelity</sup> Federal Savings & Loan  
Association and Caine Co. up to a sum total of \$150,000 (due and payable seven  
years from date signed) and though signed at different times and put on record  
at different times each along with others totalling \$150,000 (over and above  
ones held by <sup>Fidelity</sup> Federal Savings & Loan Association and Caine Co.) shall enjoy  
equal priority, the same as if each and every one were signed and put on record at  
the same and identical time.